APPENDIX A—From R. 1330-41.

Findings of Fact and Conclusions of Law Under Supreme Court Admiralty Rule 46½.

FINDINGS OF FACT.

1. On or about March 1, 1934, respondent, a New York corporation, insured libelant, a Maine corporation, by its protection and indemnity insurance policy No. C 2336 in the amount of $4,600,000, which covered the steamship *Morro Castle,* of which libellant was bare boat charterer and operator, for the period from February 20, 1934 to February 20, 1935.

2. Included in said policy were the following provisions:

> "The Assurers hereby undertake to make good to the Assured or the Assured's executors, administrators and/or successors, all such loss and/or damage and/or expenses as the Assured, without their actual* fault or privity, shall have become liable to pay and shall pay as shipowners or as having an interest in the vessel named herein on account of the liabilities, risks, events, happenings and/or occurrences herein set forth:
>
> "(1) Liability for loss of life of, or personal injury to, or illness of, any person, * * *
>
> (2) Liability for hospital, medical, or other expenses necessarily and reasonably incurred in respect of loss of life of, personal injury to, or illness of any member of the crew or any other person. * * *
>
> (8) Liability for loss of, or damage to, or in connection with cargo or other property, including mail and parcel post, including baggage and personal effects of passengers, * * *.
>
> (14) Costs, charges, and expenses, reasonably incurred and paid by the assured in defense against any

liabilities insured against hereunder in respect of the vessel named herein. * * *

General Conditions and/or Limitations.

* * * that in respect of any occurrence likely to give rise to a claim under this policy, the Assured are obligated to and shall take such steps to protect his (and/or the assurers') interests as would reasonably be taken in the absence of this or similar insurance."

* * * * * *

"The Assurers shall not be liable to the Assured for any loss, damage, or expense to which the Assured, or the managing* officers of his organization are privy, or which arises from his or their act or neglect."

3. In the 1933-34 protection and indemnity policy issued by respondent to libelant the word "actual" was also inserted before "fault or privity" [in the first paragraph of provisions above quoted], but did not appear in other previous policies issued by respondent to libelant covering said steamship. The word "managing" [in the last paragraph of provisions above quoted] was inserted in typewriting also in the 1931-32, 1932-33 and 1933-34 protection and indemnity policies issued by respondent to libelant covering said steamship. Therefore, at the time of the fire hereinafter mentioned, September 8, 1934, the scope of "fault or privity" was limited by the insertion of "actual" and those officers whose act or neglect might charge the corporation with privity was limited by the insertion of "managing."

4. The *Morro Castle* was a twin screw turbo-electric passenger and freight steamship 508 feet long, 70 feet 9 inches beam, built in Newport News, Virginia, in 1930, and was operated on the route from New York to Havana and

return. She was equipped with modern fire-fighting equipment, which included 42 fire hydrants located in various parts of the ship. These were served by three pumps—two electrically driven and a steam pump, capable of a total discharge of 600 gallons of water a minute, which when operated at capacity, could supply any six hydrants with full pressure at the same time. The Steamboat Inspection regulations required only 200 gallons a minute for a ship of her size. She was also equipped with 105 fire extinguishers which, in number and type, conformed to the regulations. The *Morro Castle* had been built in 1930 with the aid of a construction loan granted under the Merchant Marine Act of 1920 as amended, which provided that vessels so built "shall be fitted and equipped with the most modern, most efficient, and the most economical engines, machinery and commercial appliances." Her specifications were subject to approval by the Government and she was constructed by first class shipbuilders. She had the most modern and approved equipment, and passed satisfactorily the inspection conducted frequently by the various departments of the Government, the last one in August 1934. She carried the requisite number of life boats on Maclachlan davits. These boats were properly equipped, in good condition, and had been inspected and tested by the United States Local Inspectors in February, May and August, 1934. Her required crew under certificate of inspection was 67, but she was allowed 170 additional crew, and at the time of the fire carried a crew of 231.

5. The master and officers of the *Morro Castle* were men of many years' experience and long in the service of the libelant and their records and qualifications indicated that they were competent to be placed in charge of her. The libelant was not negligent in the selection of the crew. At 7:45 P. M., September 7, 1934, the master, Robert R. Willmott, died of "acute indigestion and heart trouble."

Except for an attack of acute indigestion on August 30, 1934, the medical reports of the *Morro Castle* show that he had not been ill during the preceding two years. His condition was not suspected to be serious and his sudden death was a surprise and shock to everyone.

6. Upon Captain Willmott's death, the command of the *Morro Castle* was taken over by First Officer Warms, who had entered the employ of libelant or allied companies in 1909 as third officer and from then on was successively and almost continuously an officer or in command of other vessels. He was an experienced and competent officer.

7. At 2:10 A. M. September 8, 1934, while the *Morro Castle* was off the New Jersey coast, proceeding to New York, a fire of undetermined origin was discovered by a passenger in a locker in the writing room port side forward of B deck. At this time Warms, acting master, and the second officer were on the bridge in charge of navigation; the quartermaster was at the wheel and an A. B. was standing lookout on the bridge. Although the fire was discovered at 2:10 it was not reported to the bridge until shortly before 3 o'clock. Apparently some members of the crew had attempted to extinguish it without calling for aid and when the crew was called on deck the fire had made such headway that it is doubtful if it could have been extinguished. Hose was broken out on the starboard sides of A and B decks; also on C deck. The passengers were ordered aft to the lower decks to get them away from the fire. By the time it was realized that the fire was out of control it had spread to such an extent that it had cut off many of the passengers from access to the boats, many of whom were compelled to jump into the sea to escape the fire.

8. The cause of the fire has never been discovered. Neither libelant nor its Managing Officer Cabaud was re-

sponsible for it. The losses were not so much due to the small fire which was discovered at 2:10, but to the failure of the *Morro Castle's* officers and crew to make prompt and sufficient use of the facilities which the ship provided for extinguishing the fire and protecting the passengers and ship; to the delay of some forty-five minutes in reporting it to the bridge; and to the violations of the safety statutes and regulations by the officers in charge of her.

9. No radio distress signal was sent out until 3:15 and then only a "stand by" signal, and not until 13 minutes later was an "S.O.S." sent, although there were several vessels in the vicinity—one, the *Andrea Luckenbach* within three miles. Six life boats having a capacity of 408 passengers were launched, but after the boats were lowered into the water their crews had great difficult in manoeuvering the boats so as to keep them near the ship or to pick up those in the water. Ten passengers and 87 of the crew escaped in the *Morro Castle* life boats. Other passengers and members of the crew, who jumped overboard, were saved by life boats from other vessels which came to the rescue. The result of the disaster was that of the 318 passengers on board, 81 were dead and missing and 34 members of the crew of 231 were dead or missing, and the *Morro Castle* became a total wreck.

10. The proper location of the fire extinguishers was in various places on board which had been selected by the United States Local Inspectors, but at the time the fire was discovered and in violation of the regulations there were no extinguishers on B deck, for on the day previous, on orders from the boatswain, the extinguishers belonging on B deck had been removed for polishing and instead of returning them to B deck, as they should have been, they were wrapped in cloths and placed in the crew's companionways so that they would be protected from the salt air and be

bright when they were returned to their proper places before the vessel docked.

11. The libelant admitted and I find that the requirements of Title 46 U. S. C. A. §673 as to the division of the sailors into watches were violated on the *Morro Castle.* Eleven A. B. Seamen and three ordinary seamen were customarily assigned to day duty—cleaning and painting the ship and were not divided into watches at all, and only nine men were divided into watches, so that between 4 P. M. and 6 A. M. there were only nine men available who were divided into three watches, each watch consisting of a quartermaster, an A. B. seaman, and an ordinary seaman. The division of watches which was made was pursuant to instruction of Captain Willmott. On December 14, 1926 Marine Superintendent Torresson sent written instructions to masters of all the company's ships informing them of the recent decision of the Department of Commerce requiring that the members of the crews be divided into equal watches and called for "strict compliance with the rule". In September, 1930 similar instructions were again sent to the masters of the company's ships. Warms acknowledged in writing their receipt and these orders went into the *Morro Castle's* "Instruction Book" which Willmott took over with the vessel soon after, and formed a part of the company's permanent instructions to the master in charge. Torresson said that so far as he knew these instructions were carried out, although he did not examine the log books which were kept in his office. However, the log books would not have shown whether the instructions as to dividing the crews into equal watches were observed. Violations of these instructions were not known to Cabaud or to Torresson.

12. Although the certificate of inspection required that the *Morro Castle* carry three watchmen, seven men were

signed on as watchmen, but not "all watchmen" were under the direct charge of the master or officer in charge of the vessel, for only three of these were under such charge. This was a clear violation of the regulation that "all watchmen shall be under the direct charge of the master or officer in command * * * and each shall report to the officer in command at the pilot house at fixed intervals of not longer than every hour". The arrangement of watchmen was made by the *Morro Castle's* officers and was not known to Cabaud or to Torresson.

13. The fire and boat drills aboard the *Morro Castle* were inadequate and failed to comply with the provisions of Title 46 U. S. C. 481 and Rule 5, subdivision 18 of the Board of Supervising Inspectors. When an alarm for a fire drill sounded it was the practice of the *Morro Castle* for the forward mooring gang to go to the forward part of the ship and for the after mooring gang to gather in her after part and to put one hose in each of the two places in operation. No other members of the crew went to fire stations. Some of the members of the crew were not familiar with the mechanism for releasing the life boats and lowering them into the water; others did not know how to row.

My opinion contains the following paragraph (page 20):

> "Twenty-four men in the engineer's department alone had no stations assigned to them on the 'Fire Quarters Bill' and many other members of the crew had no stations assigned to them, or if assigned to them, were ignorant of it".

But after carefully reviewing the testimony, I find that each member of the crew did have a fire station, but that some members of the crew had not been informed as to their

fire stations and were ignorant of where they were to be stationed in the event of fire.

The failure to conduct proper drills undoubtedly accounted for the confusion and inefficiency of the crew when the fire was reported and contributed to the heavy loss of life. Responsibility for fire drills is placed by statute and regulations directly upon the master and Local Inspectors. Quarterly inspections were made by Local Inspectors and the master made a monthly sworn report to the Inspectors. The master's monthly reports showing the dates of exercise and drill of the crew, the condition of the vessel, and her equipment were filed with the Local Inspectors. The requirement of the regulations which provides that the Local Inspectors shall require the officers and crew of such vessels to "perform the aforesaid drills and discipline in the presence of the Inspectors at intervals sufficiently frequent to assure the said Inspectors by actual observation that the foregoing requirements of this section are complied with" was carried out at intervals during 1934.

Although the entries in the log book which were filed in Torresson's office respecting some 131 drills held in 1932 to 1934 did not strictly conform to the regulations in that they did not state the length of time of the drill, the number of boats swung out, the number of lengths of hose used, and the statement of condition of all fire and life saving apparatus, there was reasonable ground for the managing owners of the libelant to believe that the statute and regulations were being observed in respect to drills. Failure of Captain Willmott to lower the boats into the water during a voyage in May, 1934 when Managing Officer Cabaud was a passenger, did not impute knowledge to him that proper drills were not being held, inasmuch as Captain Willmott, on account of possible damage in lowering boats into the rough sea, said he would defer that part until they reached Havana. The boats were lowered at Havana on May 22, 1934. President Mooney of the libelant company

did not become aware of any improper drills when he was a passenger in April, 1934.

Neither the libelant nor its managing officers knew or had grounds for believing that the fire and boat drills for the crew of the *Morro Castle* had been inadequate and were not being carried out in accordance with the regulations.

14. At the time of the fire two deck hydrants had no hose attached to them and three others not only had no hose connected to them, but were actually capped, two of these on A deck and one on B deck, the latter being the nearest one to the writing room where the fire was first discovered. The B deck hydrant had been capped by order of Captain Willmott after leaving Havana on this voyage because the valve was leaking. That hydrant and another on B deck would have been used at the time of the fire had they not been capped. The hydrants were not capped or the hose disconnected when the ship was in port. The caps were removed from any hydrant which had been capped during the voyage and the hose again attached before arriving in port. The managing officers of the libelant did not know or have reason to believe that any of the hydrants were capped.

15. A muster list was required by law to be prepared by the master of the vessel and approved by the Local Inspectors and this approval was given by the Local Inspectors at Norfolk before the *Morro Castle* sailed on her first voyage. It was checked over and approved by the Local Inspectors in New York in May and August 1934. Fire Station Bills were posted in various parts of the *Morro Castle* but these were lost in the fire. The evidence does not show that the Fire Station Bills and muster roll were incomplete.

16. The fact that Captain Warms and Chief Engineer Abbott had not been informed that only six of the 42 fire

hydrants could be operated at one time with full pressure by the pumps so that if more than six hydrants were used at the same time, the pressure would be proportionately decreased does not condemn the libelant. Captain Willmott and Chief Engineer Abbott had both spent several months in Norfolk while the *Morro Castle* was being built, checking her specifications, watching her construction, and testing her machinery and equipment. The capacity of the fire pumps fully met the required standards.

17. Libelant gave respondent notice of the disaster and libelant alleges that claims for about $13,500,000 were made against it for loss of lives, personal injuries and loss of property as a result of the fire. Libelant made and paid a settlement with all claimants of all liabilities of libelant to claimants arising out of the fire, after notice to the respondent, by the payment of $890,000 and incurred and paid various disbursements and legal expenses in connection with the claims. Proofs of loss and pay orders covering said settlement payment, as well as other payments for which libelant claims reimbursement under respondent's policy, were presented to respondent within six months after payment thereof by the libelant. Respondent repudiated all liability under said policy with respect to the aforesaid matters. This suit was brought within one year of the date of such payments. Said settlement, disbursements and legal expenses were stipulated at the trial to be to some extent proper items of damage against respondent in the event that the libelant was entitled to recover from respondent, and consideration of the amount of any recovery by libelant, if any, was postponed by stipulation until after the trial on the merits.

18. The aforesaid losses, damages and expenses did not arise from the act or neglect of libelant or its managing officers and neither libelant nor its managing officers were

privy to any act or neglect causing said losses, damages and expenses.

CONCLUSIONS OF LAW.

1. The damage sustained by the passengers and their baggage happened through neglect or failure to comply with the provisions of statutes referred to in R. S. 4493 (46 U. S. Code §491), and rules and regulations of the Board of Supervising Inspectors with respect thereto which have the force of law, and under R. S. 4493 libelant became liable to each and every person so injured, to "the full amount of damage".

1-A. The burden rests upon libelant to prove (a) that it became liable to pay the sums which it asserts it has paid, and (b) that it became liable to pay without "actual fault or privity" and without "act of neglect" of any of its managing officers.

1-B. The criminal conviction of the libelant and Cabaud is admissible in evidence not as a bar to the present proceedings, but merely as *prima facie* evidence of the facts upon which the conviction was based.

2. R. S. 4493 is a supplement to R. S. 4283 (46 U. S. Code §183), the Limitation Statute, and adds a further condition to the granting of limitation of liability. The liability imposed by R. S. 4493 is not subject to diminution under R. S. 4283.

3. By virtue of R. S. 4493 libelant became liable, irrespective of any question of privity under R. S. 4283, for the full amount of damage sustained by the passengers and their baggage, undiminished by any limitation of liability under R. S. 4283.

Findings of Fact and Conclusions of Law Under Supreme Court Admiralty Rule 46½.

4. The losses, damages and expenses incurred by libelant did not arise from the act or neglect of libelant or its managing officers, and neither libelant nor its managing officers were privy to any act or neglect causing said losses, damages and expenses.

5. Libelant is entitled to recover from respondent under its protection and indemnity policy of insurance No. C 2336 all such loss and/or damage and/or expenses as libelant became liable to pay and did pay in settling claims by passengers for death, personal injuries and loss of baggage, together with interest.

6. Libelant may recover from respondent under the policy the proportionate share of the limitation fund which it became liable to pay in settling claims by members of the crew for death, personal injuries and loss of effects.

7. Libelant is not entitled to recover from the respondent for the loss which it sustained in settling claims for loss of, or damage to cargo.

8. Libelant is entitled to an interlocutory decree against respondent, with reference to a Commissioner as to damages.

HENRY W. GODDARD
United States District Judge

June 19th, 1940.

APPENDIX B—STATUTES

Statutes

Limitation of Liability

R. S. § 4283—46 U. S. Code 183.

The liability of the owner of any vessel, for any embezzlement, loss, or destruction, by any person, of any property, goods, or merchandise, shipped or put on board of such vessel, or for any loss, damage, or injury by collision, or for any act, matter, or thing, loss, damage, or forefeiture, done, occasioned, or incurred, without the privity or knowledge of such owner or owners, shall in no case exceed the amount or value of the interest of such owner in such vessel, and her freight then pending.

R. S. § 4493—46 U. S. Code 491.

Whenever damage is sustained by any passenger, or his baggage, from explosion, fire, collision, or other cause, the master and the owner of such vessel, or either of them, and the vessel shall be liable to each and every person so injured, to the full amount of damage, if it happens through any neglect, or failure to comply with the provisions of this or the preceding chapter or sections 214 or 215 [*R. S. 4399-4500*], or through known defects, or imperfections of the steaming apparatus or of the hull; and any person sustaining loss, or injury through the carelessness, negligence, or willful misconduct of any master, mate, engineer, or pilot, or his neglect or refusal to obey the laws governing the navigation of such steamers, may sue such master, mate, engineer, or pilot, and recover damages for any such injury caused by any such master, mate, engineer, or pilot.

46 U. S. Code 673.

Division of Sailors into Watches

In all merchant vessels of the United States or more than one hundred tons gross, excepting those navigating rivers, harbors, bays, or sounds exclusively, the sailors shall, while at sea, be divided into at least two, and the firemen, oilers, and water tenders into at least three watches, which shall be kept on duty successively for the performance of ordinary work incident to the sailing and management of the vessel. The seamen shall not be shipped to work alternately in the fireroom and on deck, nor shall those shipped for deck duty be required to work in the fireroom, or vice versa; but these provisions shall not limit either the authority of the master or other officer or the obedience of the seamen when, in the judgment of the master or other officer, the whole or any part of the crew are needed for the maneuvering of the vessel or the performance of work necessary for the safety of the vessel or her cargo, or for the saving of life aboard other vessels in jeopardy, or when in port or at sea from requiring the whole or any part of the crew to participate in the performance of fire, lifeboat, and other drills. While such vessel is in a safe harbor no seaman shall be required to do any unnecessary work on Sundays or the following-named days: New Year's Day, the Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, but this shall not prevent the dispatch of a vessel on regular schedule or when ready to proceed on her voyage. And at all times while such vessel is in a safe harbor, nine hours, inclusive of the anchor watch, shall constitute a day's work. Whenever the master of any vessel shall fail to comply with this section, the seamen shall be entitled to discharge from such vessel and to receive the wages earned. But this section shall not apply to fishing or whaling vessels, or yachts.

APPENDIX C—TESTIMONY OF U. S. STEAMBOAT INSPECTORS

Excerpts as to inspections and drills by Inspectors

Captain Moffat—Inspection of August 4, 1934

"Q. * * * Did you inspect the boat davits, blocks and falls on the *Morro Castle* on that occasion (August 4, 1934)? A. Yes, sir.

* * * * * * *

Q. What was their condition? A. Good.

* * * * * * *

Q. Did you examine the engines and motor lifeboats? A. Yes.

Q. What was their condition? A. Good.

Q. Did you examine the life preservers? A. Yes.

Q. What was their condition? A. Good (R. 665)

* * * * * * *

Q. Will you please explain to the Court the fire and boat drill. A. Well, you came aboard the vessel and get the officer in charge and let him know you are there and tell him you wish these drills. Then you make arrangements with he——

The Court: What?

Q. (Continued) You make arrangements with the officer in charge about the drills and sound off the alarm and the crew comes to their stations, and at the same time you give a signal to the engineers to start the fire pumps and they give it the usual—several streams of water. Then you take a walk around to the various stations to see that the members of the crew are at the stations and know what they are there for. Then, if we are satisfied with the fire drill——

Q. Do you do anything with the fire hoses? A. Yes; I said we leave the hoses out and have several streams of water to make sure that the pumps are working and getting a good stream.

Q. Did you examine the hoses to see if they were in good condition? A. Yes.

Q. Were they? A. They were, yes, sir.

Q. Go on. A. Through with the fire drill—you are through with the fire drill and go ahead with the boat drill. We pick out the boats and tell the chief officer which boats we want swung, and when the men are mustered and checked they swing the boats out which

we want and lower them into the water. Then we put the crew in, such of the crew as we wish, and exercise them under oars. When we are satisfied, they hoist up the boats and secure them.

Q. Do you know how many boats were put in the water on August 4, 1934? A. There were four" (R. 665-7).

* * * * * * *

Q. Captain Moffat, did you examine the hoses and fire hydrants to see whether the hoses were connected? A. Yes.

Q. Were they? A. Yes, sir.

Q. Were there any disconnected hoses and hydrants that were capped? A. No, sir.

Q. You are positive of that? A. No, sir, not to my knowledge.

Q. Wouldn't you know it? A. If there had been I would know it.

Q. Yes. That is your job? A. Yes, that is our job.

Q. You would have made a report on it? A. Yes.

Q. The fire station bills: Did you examine those? A. Yes.

Q. Did you check them? A. Yes.

Q. And did you check to see if they had a station for every one on board? A. There were stations for all persons, yes" (R. 669).

Captain Sisson—Inspection of February 18, 1934

"Q. How many boats were put in the water? A. All boats were swung out, three lowered to the water, and the crew were exercised in rowing (R. 695).

* * * * * * *

Q. Did you test out the fire pumps? A. Yes, sir.

Q. What did you do? What did that test consist of? A. That test just consisted at this time of putting the pressure on the pump and making sure the release valve let go at the proper pressure, which was 100 pounds at that time.

Q. Was there any water put in the line? A. No, sir.

Q. Why not? A. On account of freezing weather" (R. 696).

* * * * * * *

"Q. How long did the boat drill last? A. The boat drill lasted from 10.35 to 11.

Q. Did you inspect the fire hydrants and the hoses? A. I certainly did.

Q. Tell the Court what you did on that inspection. Where you started, where you finished and who was with you. A. Of course, I went down in the engine room and I covered up what duties I had to do down there, and I started from down below.

Q. Tell the Court what you did. A. If I remember right it was the first assistant that was with me. I came out of the engine room hatch, and we went and covered all the hydrants on that deck and we worked on up, and I think the first assistant engineer left me at the promenade deck because it was real cold that day. Rather than bring him outside with me I continued up to the boat deck.

Q. Did you inspect all the fire hydrants? A. I certainly did, yes, sir.

Q. What did you find with respect to the fire hydrants and the equipment? A. The hose was properly fitted, and they had a spanner in the nozzle.

Q. Does that apply to all? A. That applies to all the hydrants on the ship.

Q. You are sure of that? A. I certainly am, yes.

The Court: If the hose was attached there couldn't have been any cap on the hydrant.

The Witness: When I was aboard there there was no caps on any hydrants, no, sir" (R. 696-7).

Captain McLintock—Inspection of May 14, 1934

"Q. Did you personally inspect all the fire hoses on the *Morro Castle*? A. Yes.

Q. On this inspection in May, 1934? A. Yes.

Q. Did you find any caps on any hydrants on that ship? A. No sir.

Q. Are you sure about that? A. I would have made a report of it if I had.

Q. Were all the hoses connected properly? A. Yes sir.

Q. What was the condition of the hoses and connections? A. In good condition" (R. 751).

* * * * * * *

"Q. What was the condition of the lifeboats and equipment? Were they inspected? A. Yes.

Q. What was their condition? A. They were found to be in good condition" (R. 751-2).

* * * * * * *

"Q. Did you check the fire quarters cards against the largest number of—— A. Admissible crew? Yes.

"Q. What was the number? A. Well, I wouldn't recall except to refer to this. I think 237. I will refer to this record.

Q. Did you get that from the inspection certificate? A. Yes.

Q. Did you check the fire quarters cards to see whether there was a station for every one of the 237? A. Yes.

Q. Was there? A. Yes, there was" (R. 752).

* * * * * * *

"Q. First explain the testing of the boats? A. The testing of the lifeboats and the equipment at each annual inspection consists of quite a number of steps. First of all we examine the boats, falls, blocks, sheaves and pulleys, and then lower the boats to within a foot or so of the water and fill them up with the required complement of crew—not the required complement; the allowed complement, before we lower them into the water, and this is a test to see whether the boat leaks, whether the davits have any flaw in them, and after that is completed we haul the boats back on board, and usually hoist them to the blocks, which gives us an opportunity to get underneath them and we give them a hammer test on the outside, and we then lower them and get inside. It may not follow in this exact order, but these are the steps which are taken. We have all the equipment put out on deck and examine the interiors of the boats; examine all the equipment separately. That is the test of the lifeboats and equipment.

Q. Are they all tested? A. Yes sir.

Q. Were they all tested on this occasion? A. Every one.

Q. Was all the equipment and the falls and the gear found in good condition? A. Yes.

Q. Will you please tell the Court about the fire and boat drills? A. The fire and boat drills consist of exercising the crew at swinging out the boats and lowering a certain number of them to the water and rowing the boats or motoring the motor boats.

Q. How many boats were lowered into the water, if you remember? Does your record show? A. I remember seeing in the record here that we lowered all the port side boats" (R. 753-4).

* * * * * * *

"Q. And how many of the boats were used for exercising the crew? A. All of the port boats.

Q. All? A. All of them. Six of them.

Q. How many men in a boat, about? A. Well, there is 237 crew divided by 12, you get an approximate number, I suppose.

Q. You approximate that? A. Yes.

Q. Was that done in this case? A. Yes.

"Mr. Clark: Your witness.

The Witness: I want to amplify that a bit. I mean to say that would be the approximate number exercised in each life boat out of the total" (R. 754-5).

Moran—Inspection of May 14, 1934

"Q. Did you inspect the fire hose and the hydrants, the fire fighting equipment? A. That is a joint inspection. The two inspectors, or assistant inspectors, perform two duties together. The boiler man takes part as a witness in all fire and boat drills, but he assists and does a share of the work in examining all fire equipment.

Q. What did you find with reference to the hose, how were the tests? A. If there was anything wrong with it it would be noted here.

Q. Did you put water in the hoses? A. Oh yes, they were all tested at 100 pounds, and that is all it says here, fire line and hose tested to 100 pounds, May 15th.

Q. Did you find any caps on any hydrants? A. No.

Q. Did you examine all of the hydrants? A. Went all over those 42 stations to see that they agreed with the number called for on the certificate.

Q. Were the hoses connected on all the hydrants? A. They were all off when we tested them, but after we went through that fire drill and went around those quarters they were all put back in place there. There were no caps in sight. There may have been some hanging there, I have forgotten" (R. 767-8).

* * * * * * *

"Q. What part did you take in the fire and boat drills? A. More as a witness. Generally in going through this thing on an annual the boiler man as a general thing looks after the motor boats to see that the engines operate and are in good working condition by giving them a test to see that they pick up right away.

Q. What did you find with reference to the motors of the motor boats? A. There was nothing the matter with the boats.

Q. Do you remember how many boats were put in the water? A. They were all put in the water at the annual, at the inspection, but after the fire drill business that was held after the inspection was over, that is, getting the crew together and all that sort of thing, which is sort of a finishing touch on this annual inspection, there were not so many boats put in. I think we were confined to one side on account of lighters or something on the other side of the ship.

Q. That was just on one side? A. Yes.

Q. Do you remember which side it was? A. On the port side I think, but I do not make any notations of that; that is all in the other man's books" (R. 768-9).

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"Q. Did you inspect all the fire hydrants? A. Yes.

Q. Did you find any of them capped? A. No, sir.

Q. You are sure about that? A. Positive.

Q. Did you take any part in inspecting the station bills any further than to look to see if they were in place? A. We only looked around to see if they were posted.

Q. You did not check them, you personally? A. No, sir.

Q. Did you personally participate in the fire and boat drills? A. In the boat drill I was at hand and witnessed the running of the pumps, and I was on my way up above when I heard the ringing of the telegraph, which means stopping the pumps. It does not mean the dismissal of the drill, and there was still men at some of the stations that we first saw on the deck just outside of the engine room, and if I remember correctly one of the hand fire pumps was pretty near adjacent to the engine room there somewheres.

Q. Did you have any part in the boat drills? A. Only the witnessing of the boat drills.

Q. Do you know how many boats were handled on that particular inspection? A. There are six boats on each side, and I know that the motor boat did not go down. It was the rowing boats that went over. Whether there were four or five I could not say" (R. 775-6).